

AN ORDINANCE

101851

AUTHORIZING THE EXECUTION OF A COST REIMBURSEMENT AGREEMENT WITH SAN ANTONIO FIGHTING BACK IN THE AMOUNT OF \$218,800.00 TO COVER OVERTIME COSTS, FEES, AND SUPPLIES RELATED TO THE WEED AND SEED INITIATIVE PROGRAM.

* * * * *

WHEREAS, the San Antonio Weed and Seed Initiative works to combat and prevent violent crime in areas of San Antonio plagued by criminal activity; and

WHEREAS, the U.S. Department of Justice has awarded San Antonio Fighting Back ("SAFB") funds to be used to support the San Antonio Weed and Seed Initiative by reimbursing the City for overtime costs associated with covert operations, directed patrols, community neighborhood restoration projects, the Drug Education for Youth Program and Steering Committee goal setting and strategic planning for both East and West Weed and Seed areas; and

WHEREAS, this contract will provide for cost reimbursements by SAFB to the City for up to \$218,800.00 for public safety activities; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or her designee, or the Chief of Police, is hereby authorized to execute a cost reimbursement agreement, in the form attached hereto and incorporated herein for all purposes as Exhibit A, for up to \$218,800.00 with San Antonio Fighting Back, for costs incurred by the San Antonio Police Department during the period indicated in the agreement.

SECTION 2. SAP Fund 26012000, Internal Order Number 11700000067 entitled, "2005-2006 Weed and Seed" and General Ledger Number 4501160 are hereby designated for use in accounting for the fiscal transactions of this program.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific SAP Fund Numbers and Internal orders as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance shall take effect December 25, 2005.

PASSED AND APPROVED on December 15, 2005.

ATTEST: 
City Clerk


M A Y O R
PHIL HARDBERGER


APPROVED AS TO FORM: 
City Attorney

Exhibit A

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS *
 *
COUNTY OF BEXAR *

This agreement for the Weed and Seed Project ("Agreement") is made and entered into by and between the City of San Antonio ("CITY"), a Texas municipal corporation, acting by and through its City Manager pursuant to Ordinance No. _____, dated _____, and San Antonio Fighting Back (hereinafter referred to as "SAFB").

WHEREAS, the Executive Office of the United States Attorneys ("EOUSA) and the Community Capacity Development Office ("CCDO") joined together to fund a crime initiative know as Weed and Seed (the "Project"); and

WHEREAS, the purpose of the Project is to demonstrate an innovative, comprehensive, and integrated multi-agency approach to law enforcement and community revitalization for controlling and preventing violent crime, drug abuse and gang activity in targeted high crime neighborhoods; and

WHEREAS, the Project requires the coordinated efforts of Federal, State and City agencies, both in the public and private sectors; and

WHEREAS, specific program goals include; elimination of violent crime, drug trafficking, and drug related crime from targeted areas, reducing gang related influence, enhancing harmonious working relationships between law enforcement agencies and the community they serve, assisting in the provision and referral of social service efforts, addressing specific quality of life issues, maximizing the impact of personal growth initiatives, restoring a sense of neighborhood pride and personal self-esteem of target area residents, providing a safe environment for law-abiding citizens to live, work and raise families; and

WHEREAS, the EOUSA and the CCDO have granted a sum of money to SAFB to use in support of the Project, and SAFB has other funding sources for the program, as well; and

WHEREAS, the City of San Antonio Police Department ("SAPD") is the primary law enforcement entity for the City; and

WHEREAS, SAFB desires to use the services of the SAPD in support of the Project; NOW therefore, the Parties agree as follows:

ARTICLE I. TERM

- 1.01 This Agreement shall be for a one year term, beginning on April 1, 2005 and ending on March 31, 2006, unless extension or earlier termination shall occur pursuant to any of the provisions hereof.
- 1.02 This Agreement may be extended and renewed on the same terms and conditions through and concluding on December 31, 2006, upon mutual agreement of the parties, subject to availability of grant funds.
- 1.03 This Agreement may be terminated upon 60 days written notice by City, and upon 120 days written notice by SAFB without penalty.

ARTICLE II. SCOPE OF SERVICES

- 2.01 In exchange for the compensation set forth in Article III. Compensation, CITY, through SAPD, shall, consistent with normal law enforcement practices, provide the following categories of services in the target areas, and areas which impact the target areas, with the objective of furthering the Project goals:
 - a. Community/Neighborhood Restoration-SAPD will develop community clean-ups, graffiti clean-ups, and research and investigate sites for possible demolition, working with Operation Crackdown to develop a drug nexus to rid the area of empty buildings and identify rehabilitation programs and opportunities. SAPD will work with local businesses to maintain safe areas for economic development and meet such other requests of the Steering Committee as may be possible;
 - b. Community Policing Events-SAPD will assist with youth projects and elderly services for all schools and community centers within the targeted areas and; assist with the implementation of Health Fairs. SAPD will meet with the Steering Committee to determine quality of life issues that can be addressed in partnership with law enforcement, and coordinate activities to prevent duplication. Community Policing events will be designed to guide children away from drugs and foster trusting relationships with law enforcement officers;
 - c. Directed Patrols-SAPD will conduct preventative and hot spot patrols on bicycles and in vehicles in areas identified from actual citizen complaints and through calls for service, using covert operations to decrease the trafficking, sale and distribution of illegal drugs;
 - d. Drug Education for Youth (DEFY) –SAPD will develop, coordinate and maintain this two phase anti-drug/gang program. The DEFY program involves 30 children over a twelve month period. The children attend a five-day residential camp and then participate in monthly activities including curriculum and entertainment events, culminating in a final trip. DEFY utilizes children's school grades, site visits with parents and behavior at activities to identify at risk youth and to guide children away from drugs and gangs;

- e. Global Information System ("GIS") Mapping-SAPD will utilize Global Information Systems mapping to record data relevant to the program goals, including the compilation of Uniform Crime Reports ("UCR") statistics to measure drug related crime reduction. SAPD will also utilize GIS mapping to schedule activities based on calls for service and reports.
- 2.02 As part of the activities listed in section 2.01, SAPD will, consistent with normal law enforcement practices, and with the objective of furthering Program goals;
- a. provide interdiction;
 - b. conduct arrest sweeps;
 - c. conduct covert operations;
 - d. utilize special task force members;
 - e. identify and arrest those persons who are suspected of being involved in illegal drug activities; and
 - f. continue providing existing activities within the Weed and Seed communities to deter criminal activity and drug-related crime in the target area.
- 2.03 The target areas for which the services herein will be provided are shown on the map attached hereto and incorporated herein as Exhibit A. However, nothing herein shall be deemed to prevent City from providing services reimbursable in accordance with Article III. Compensation in areas that are closely linked to the target areas.

ARTICLE III. COMPENSATION

- 3.01 In consideration of CITY'S performance of the services and activities set forth in this Agreement for the term hereof, SAFB agrees to reimburse CITY for it's overtime pay and other costs associated with the services described in Article II, in an amount not to exceed \$218,800.00 to be paid to CITY as follows:
- a. City shall submit monthly invoices to SAFB beginning in December 2005.
 - b. SAFB shall pay the amount due in each invoice within 30 days of receipt of an invoice from the City.
- 3.02 In consideration of CITY'S performance of the services and activities set forth in this Agreement, specifically directed patrols, for the period beginning August 1, 2004, and ending July 31, 2005, SAFB agrees to reimburse CITY for it's overtime pay and other costs associated therewith, in an amount not to exceed \$75,000.00, to be paid to CITY

within 30 days of receipt of an invoice therefore. This amount is **not** in addition to the sum set forth in 3.01, but is included therein. The City may invoice separately for this sum.

- 3.03 There shall be no penalty to City for failing to submit an invoice in a timely manner or during a month in which city would ordinarily submit an invoice, and SAFB agrees to pay, up to the limits established in 3.01 and 3.02, all invoices in full regardless of when submitted. This provision shall survive termination of this agreement
- 3.04 Reimbursable expenses shall include, but not be limited to the following:
- a. overtime pay for officers and administrative staff;
 - b. confidential informant fees;
 - c. costs associated with community policing activities and directed patrols;
 - d. training for officers and administrative staff as required by the Community Capacity Development Office including registration fees;
 - e. travel expenses incurred in attending the training required by the Community Capacity Development Office, including airfare, hotel, per diem, and any other travel related expenses;
 - f. costs of demolition of structures through Operation Crackdown for which a drug nexus has been established; and
 - g. costs related to activities held for the benefit of community members in furtherance of quality of life and economic development projects.

ARTICLE IV. INDEPENDENT CONTRACTOR STATUS

- 4.01 Nothing contained hererin shall be deemed to create any relationship other than that of an independent contractor between Parties. Under no circumstances shall either Party, its directors, officers, employee, agents, successors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the other Party.

V. RECORDS

- 5.01 All books, documents, papers and information (the "records") shared by the parties for the purpose of providing services as described in this Agreement shall be and remain the property of the Party with whom such records originated

VI. NOTICES AND ADDRESSESS

- 6.01 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given when either delivered in person, or deposited in the U.S. mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate

party at the following address or to such other address as either party may from time to time designate in writing:

If to SAFB: Ms. Linda Tippins, Executive Vice President
2803 E. Commerce
San Antonio, Texas 78203

If to City: Ms. Rachel Quintero O'Donnell, Special Projects Coordinator
San Antonio Police Department
214 W. Nueva, Rm. 330
San Antonio, Texas 78207

- 6.01 Notice of changes of address by either Party must be made in writing and delivered to the other Party's last know address within five (5) business days of such change.

ARTICLE VII. ENTIRE AGREEMENT

- 7.01 This Agreement, together with its authorizing ordinance, constitutes the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article X Amendments.

ARTICLE VIII. ASSIGNMENT

- 8.01 Neither this Agreement nor any rights, duties or obligations hereunder shall be assignable by either Party without the prior written consent of the other Party. Any such attempt at assignment without prior approval shall be void.
- 8.02 The parties hereto further understand and agree that neither party has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

ARTICLE IX. TEXAS LAW TO APPLY

- 9.01 This Agreement is performable in Bexar County, Texas and the validity of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. The parties further agree that venue for any legal action, claim or dispute arising under this Agreement will be in Bexar County, Texas.

ARTICLE X. AMENDMENT

10.01 No amendment, supplementation, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto and authorized by the City Council of the City of San Antonio.

ARTICLE XI. LEGAL CONTSTRUCTION

11.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH HAVE THE FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE AS OF THE 15TH DAY OF NOVEMBER, 2005.

CITY OF SAN ANTONIO

SAN ANTONIO FIGHTING BACK

By: Albert A. Ortiz, Chief of Police

Linda Tippins, Executive Vice President

Approved as to form:

City Attorney